

**Jeffrey A. Masoner**  
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Interconnection Services Policy and Planning  
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November 17, 2003

Mr. Donald Zyck  
Assistant Secretary  
Essex Acquisition Corporation  
180 North Wacker, Lower Level, Suite 3  
Chicago, Illinois 60606

Re: Requested Adoption Under Section 252(i) of the TA96

Dear Mr. Zyck:

Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts ("Verizon"), a New York corporation, with principal place of business at 185 Franklin Street, Boston, Massachusetts 02110, has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), Essex Acquisition Corporation ("EAC"), a Delaware corporation, with principal place of business at 6590 West Rogers Circle, Suite 6A, Boca Raton, Florida 33487, wishes to adopt certain terms of the Interconnection Agreement between SBC Telecom Inc. ("SBCT") and Verizon that was approved by the Massachusetts Department of Telecommunications and Energy (the "Commission") as an effective agreement in the Commonwealth of Massachusetts, as such agreement exists on the date hereof after giving effect to operation of law. EAC agrees to adopt only the following provisions from the SBCT agreement, including associated definitions (i.e., the applicable definitions for this adoption of any capitalized phrases referred to in the following sections of the SBCT agreement shall be from the Glossary, Section 2 (Definitions) of the SBCT agreement, which definitions, for avoidance of doubt, shall not apply to other EAC agreements):

Network Elements Attachment, Section 5 (Line Splitting)

In addition, Network Elements Attachment, Section 1 (General), Section 2 (Verizon's Provision of UNEs – Introductory paragraph and subsection 2.3), Section 15

(Maintenance of UNEs) and Section 17 (Rates and Charges) shall apply to the adoption of Section 5 and, for the avoidance of doubt, shall not apply to other EAC agreements.

The sections of the SBCT agreement specifically identified above shall hereinafter be referred to as the "Terms". I understand EAC has a copy of the Terms, which, in any case, are attached hereto as Appendix 1. Please note the following with respect to EAC's adoption of the Terms.

1. By EAC's countersignature on this letter, EAC hereby represents and agrees to the following six points:

(A) EAC adopts (and agrees to be bound by) the Terms of the SBCT/Verizon agreement for interconnection as it is in effect on the date hereof after giving effect to operation of law, and in applying the Terms, agrees that EAC shall be substituted in place of SBC Telecom, Inc. and SBCT in the Terms wherever appropriate.

(B) For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon that no longer applies under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), which became effective on October 2, 2003. In light of the effectiveness of the Triennial Review Order, any reasonable period of time for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act (*see, e.g.*, 47 CFR Section 51.809(c)).

(C) Notice to EAC and Verizon as may be required under the Terms shall be provided as follows:

To: Essex Acquisition Corporation  
Attention: Scott Kellogg  
180 North Wacker, Lower Level, Suite 3  
Chicago, Illinois 60606  
Telephone Number: 312-658-1056  
Facsimile Number: 312-658-5487  
Internet Address: skellogg@veranet.net

To Verizon:

Director-Contract Performance & Administration  
Verizon Wholesale Markets  
600 Hidden Ridge  
HQEWMNOTICES  
Irving, TX 75038  
Telephone Number: 972-718-5988  
Facsimile Number: 972-719-1519  
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Associate General Counsel  
Verizon Wholesale Markets  
1515 N. Court House Road  
Suite 500  
Arlington, VA 22201  
Facsimile: 703-351-3664

- (D) EAC represents and warrants that it is a certified provider of local telecommunications service in the Commonwealth of Massachusetts, and that its adoption of the Terms will cover services in the Commonwealth of Massachusetts only.
- (E) In the event an interconnection agreement between Verizon and EAC is currently in effect in the Commonwealth of Massachusetts (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.
- (F) Verizon's standard pricing schedule for interconnection agreements in the Commonwealth of Massachusetts (as such schedule may be amended from time to time) (attached as Appendix 2 hereto) shall apply to EAC's adoption of the Terms. EAC should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights, and the use of slightly

different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.

2. EAC's adoption of the SBCT Terms shall become effective on November 21, 2003. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by an authorized officer of EAC. The term and termination provisions of the SBCT/Verizon agreement shall govern EAC's adoption of the Terms. The adoption of the Terms is currently scheduled to expire on March 15, 2004.
3. As the Terms are being adopted by you pursuant to your statutory rights under section 252(i), Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of EAC's 252(i) election.
4. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commissions, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
5. Verizon reserves the right to deny EAC's adoption and/or application of the Terms, in whole or in part, at any time:
  - (a) when the costs of providing the Terms to EAC are greater than the costs of providing them to SBCT;
  - (b) if the provision of the Terms to EAC is not technically feasible; and/or
  - (c) to the extent that Verizon otherwise is not required to make the Terms available to EAC under applicable law.
6. Should EAC attempt to apply the Terms in a manner that conflicts with paragraphs 3-5 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.
7. In the event that a voluntary or involuntary petition has been or is in the future filed against EAC under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (i) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and EAC's adoption of the Verizon Terms shall in no way impair such rights of Verizon; and (ii) all rights of EAC resulting from EAC's adoption of the Verizon terms shall be subject to and modified by any Stipulations and Orders entered in

the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

**SIGNATURE PAGE**

Please arrange for a duly authorized representative of EAC to sign this letter in the space provided below and return it to Verizon.

Sincerely,

VERIZON NEW ENGLAND INC., D/B/A VERIZON MASSACHUSETTS

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Jeffrey A. Masoner  
Vice President – Interconnection Services Policy & Planning

Reviewed and countersigned as to points A, B, C, D, E and F of paragraph 1:

ESSEX ACQUISITION CORPORATION

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(SIGNATURE)

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(PRINT NAME)

c: Stephen Hughes – Verizon